STATE OF LOUISIANA INVITATION TO BID (ITB)

PURCHASE OF DATA PROCESSING HARDWARE: HIGH PERFORMANCE CLUSTER GRANT PURCHASE

Issuing Agency:

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER NEW ORLEANS (LSUHSC-New Orleans)

ITB Coordinator:
Patrick Defourneaux

Solicitation Number: 002390

Bid Opening Date: January 13, 2021

Bid Opening Time: 2:00 P.M. (CT)

433 Bolivar Street, Room 623, LSU HSC New Orleans Purchasing Department,

Part I. Scope, Evaluation, Selection, and Award

1.1 Scope

This ITB solicits bids for the high performance cluster grant described in Attachment I.

1.2 Evaluation and Selection

All responses received as a result of this ITB shall be subject to evaluation by a duly authorized committee for the purpose of selecting the bidder with whom a contract may be negotiated.

1.3 Basis of Evaluation and Selection

The basis of evaluation and selection shall be as follows:

- 1.3.1 The bid shall be evaluated to insure that all mandatory <u>administrative</u> requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- **1.3.2** The bid shall be evaluated to insure that all mandatory <u>technical</u> requirements have been met. Failure to meet all of these requirements shall result in rejection of the entire bid without further consideration.
- **1.3.3** The next consideration shall be the total projected cost, including charges for installation and shipping.
- **1.3.4** The State reserves the right to require additional information from bidders, and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid information.
- **1.3.5** Bidders meeting mandatory requirements may be required to make oral presentations and/or equipment demonstrations. Failure to comply shall result in rejection of the bid

1.4 Preaward Negotiations

Upon determination of which bidder is the apparent lowest responsive, responsible bidder, the State reserves the right to negotiate final contract terms with that bidder. If for any reason the apparent lowest responsive, responsible bidder does not agree to a contract, its bid shall be rejected and the State may then negotiate with the next lowest responsive, responsible bidder. An award shall be made only after the LSU Health Sciences Center-New Orleans Purchasing Department, has approved the final contract form, and issued a purchase order.

CAUTION: ANY BIDDER WHO SHIPS OR OTHERWISE EXPENDS TIME OR MONEY PRIOR TO AWARD AS DEFINED ABOVE, DOES SO AT THE BIDDER'S OWN RISK.

1.5 Award

- 1.5.1 Award will be made on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications of this ITB. The State reserves the right to reject any or all bids and waive any informalities.
- **1.5.2** The State is not liable for any cost incurred by the bidders prior to execution of a contract, and the issuance of a purchase order.

Part II. Mandatory Administrative Section

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.

2.1 Sealed Bid

Each bidder shall submit one signed original copy of its bid. BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. Bidders must properly complete and sign Bid, including all required addenda. Any exceptions to the attached terms and conditions shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

These documents must be included with the bid:

- 1. INVITATION TO BID
- 2. BID PRICE SHEET
- 3. CERTIFICATE OF LIABILITY INSURANCE
- 4. ADDENDA REQUIRING A SIGNATURE (if any are issued)

2.2 Bid Guarantee

NOT APPLICABLE TO THIS ITB

2.3 Performance Bond

NOT APPLICABLE TO THIS ITB

2.4 Notice To Bidders

Each bidder is solely responsible for the accuracy and completeness of its bid.

2.5 Calendar of Events

<u>Event</u>	<u>Date</u>
ITB Announcement	December 7 th , 2020
Substitution, Prior Approval, & Written Inquiry Deadline (12:00 Noon)	December 21st, 2020
Issue Responses to Provider Inquiries	January 5 th , 2021
Bid Submission Deadline (2:00 PM)	January 13th, 2021

NOTE: LSU Health Sciences Center New Orleans reserves the right to revise this calendar. Revisions before the bid opening date and time, if any, will be formalized by the issuance of an addendum to this ITB.

2.6 Bidder Inquiries including prior approvals

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested bidders to conduct their in-depth bid review and submit inquires in a timely manner.

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries including requests for prior approval MUST be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant bid section. All inquiries must be received by the Inquiry Deadline date set forth in Section 2.5 Calendar of Events of this bid. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Prior Approvals:

Substitutions are allowed provided that the substitution meets or exceeds the performance and capacity of the originally specified component. The prior approval request must be submitted with documentation that proves the substitution meets or exceeds the performance and capacity of the original component. Written approval from LSUHSC to approve or not approve the substitution will be made only by addendum duly issued. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

Email all inquiries including substitution requests for prior approval to Patrick Defourneaux at PDEFOU@LSUHSC.EDU

Only the person identified above or their designee has the authority to officially respond to Bidder's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC* website, to address all inquiries received and any other changes or clarifications to the bid. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any State employee or State consultant. It is the Bidder's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The LSU Health Sciences Center-New Orleans, Purchasing Department is not responsible for a bidder's failure to download any addenda documents required to complete the bid.

*Note: LaPAC is the State's online electronic bid posting and notification system resident on State Procurement's website [http://www.doa.la.gov/Pages/osp/Index.aspx]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the email notification, vendors must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on the Office of State Procurement website under vendor center at http://www.doa.la.gov/osp/vendorcenter/regnhelp/index.aspx.

2.7 Changes, Withdrawals

Bidder may submit a new bid prior to bid opening if necessary. If the bidder chooses to withdraw his bid response, the withdrawal notice shall be in writing and received prior to bid opening.

2.8 Alternate Bids

Alternate bids shall be submitted separately, as individual bids.

2.9 Bid Response Format

The bid should be in two (2) parts. Part I should contain cost data. Part II of the Bid Response should contain documentation evidencing the bidder's compliance with the ITB requirements.

- 1. Purchase price for each model and feature of equipment as specified in Attachment I
- 2. If the equipment solicited in this ITB is to be purchased, vendor shall provide a three (3) year warranty and the price for the warranty shall be included in the bid price.
- 3. Charges for equipment installation shall be included in vendor's bid price.
- 4. Charges for transportation, including packaging to manufacturer's specification, training, and other costs associated with this project shall be either included in vendor's bid price.
- 5. A summary showing total costs for the contract period shall be included.

NOTE: All costs shall be firm for the term.

Part II of the Bid Response may be formatted at the discretion of the bidder; however, the bidder shall document his ability to meet the requirements as set forth herein. Said documentation should be in detail. Any such documentation should be cross-referenced to the specific section numbers of this Invitation to Bid (ITB).

2.10 Delivery of Bids/Bid Opening

All bids are due by 2:00 PM, Wednesday, January 13, 2021, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Fax or e-mail bids will not be accepted. Delays by mail, traffic, or any other reason will be at the bidders own risk. The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux

Procurement Analyst, LSU Health Sciences Center 433 Bolivar St. 6th Floor, New Orleans, LA 70112 Office phone: 504-568-2947

Email:pdefou@lsuhsc.edu

ALL BIDS BECOME A MATTER OF PUBLIC RECORDS AT THAT TIME. BY SUBMITTING A BID, BIDDER SPECIFICALLY ASSUMES ANY AND ALL RISKS AND LIABILITY ASSOCIATED WITH INFORMATION MARKED CONFIDENTIAL IN THE BID AND THE RELEASE OF THE INFORMATION.

Per John Bel Edwards Proclamation 159: JBE 2020 State of Emergency for COVID-19 Extension of Emergency Provisions...Section 3 State Procurement Part D -9: All Public Bid openings shall be

suspended. Bid Openings will be made available via phone or web conference.

Web Conference Info

Topic: High Performance Cluster Grant Purchase

Time: January 13, 2021 02:00 PM Central Time

Join Zoom Meeting - https://lsuhsc.zoom.us/i/93918450733

Meeting ID: 939 1845 0733

2.11 Prime Contractor Responsibilities

The selected bidder shall be required to assume responsibility for all items offered in his bid whether or not he produces them. Further, the State shall consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The State reserves the right to contract separately for maintenance with the equipment manufacturer.

2.12 Equipment Warranty

If the equipment solicited under this ITB is to be purchased, the following paragraph applies to that procurement.

The State requires a three (3) year warranty on the equipment purchased through this ITB. The three (3) year warranty shall begin after equipment is installed and accepted.

Warranty must include telephone support Monday-Friday 8am-5pm central time, and postage paid standard ground shipping (between one (1) to five (5) business days) both ways. After it is determined equipment must be returned to supplier, supplier must provide a Return Authorization number and postage paid standard ground shipping within twenty-four (24) hours for LSUHSC to return the defective equipment. Supplier must ship a new or factory-reconditioned component using ground shipping within twenty-four (24) hours of issuing the Return Authorization number.

If supplier determines the entire system must be returned, supplier will provide a replacement system within forty-eight (48) hours.

LSUHSC will return the defective equipment within thirty (30) days of receiving the temporary equipment

2.13 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations shall result in the rejection of the bid. Non-mandatory ITB requirements may be negotiated with the successful bidder.

2.14 Bidder's Insurance Requirements

Bidder shall furnish the State with certificates of insurance effecting coverage(s) required by this ITB (See Attachment A). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required polices at any time.

Part III. Non-Mandatory Administrative Requirements

BIDS NOT CONFORMING TO THE FOLLOWING REQUIREMENTS MAY BE CAUSE FOR REJECTION OF A BID WITHOUT FURTHER CONSIDERATION OR EVALUATION IF IT IS DETERMINED THAT THE VARIATION IS NOT IN THE BEST INTEREST OF THE STATE.

3.1 Presentation

Clarity of presentation is desired. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB. Elaborate bindings, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content. It is not necessary for the bidder to return the entire ITB package.

3.2 Inclusion of Bidder Forms, Contracts, Extraneous Terms, etc.

If the bidder has previously negotiated, and the State has accepted a contract which would be suitable for this acquisition, it should be included for information purposes.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material", which are attached or referenced with submissions, will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s) or a waiver of the State's rights set forth above.

Preprinted contract forms will not be considered in the evaluation, award, or in contract negotiations in accordance with La. R.S. 39:200 F.

3.3 Number of Copies of Bid

0 additional copies of the bid are desired.

3.4 Bid Validity

All bids shall be considered valid for acceptance until final contract award, unless the bidder provides for a different time period within its bid response. However, the State reserves the right to reject a bid if the bidder's response is unacceptable and the bidder is unwilling to extend the validity of its bid.

Part IV. Mandatory Technical Specifications

Bidders are cautioned that all stated requirements are mandatory. This specification establishes the hardware, features, maintenance support and other technical requirements for the Information Technology equipment listed in Attachments to this ITB.

4.1 Equipment Requirements

The mandatory equipment requirements are described in Attachment I to this ITB.

4.2 Equivalents Acceptable

Where proprietary specifications are used, the proprietary characteristics are used only to denote the quality standard of the equipment required and do not restrict vendors to the specific brand, make or manufacturer. They are used to set forth and convey to prospective bidders the general style, type, character, and quality of equipment desired. Equivalent plug-compatible equipment must be submitted for prior approval according to section 2.6.

4.3 Equipment Acceptability

Only those models which shall be available for purchase on the date the bid is submitted shall be considered acceptable.

Part V. Product Support

5.1 Level of Maintenance

Prior to award, the bidder shall certify that the proposed equipment shall be eligible for manufacturer maintenance and shall be liable for all expenses required to obtain said eligibility.

5.2 Availability

Manufacturer maintenance for the proposed equipment shall be available from 8 a.m. through 5p.m. Central Time, Monday through Friday, exclusive of state holidays. Remedial maintenance shall adhere to Section 2.12 equipment warranty.

5.3 Training Requirements

Bidders should list all training to be conducted at no cost to the State. Any additional training considered necessary by the bidder to insure efficient operation by State personnel shall be itemized in the cost section of this ITB.

Knowledge transfer/ training must be completed by technicians during the on-site installation.

5.4 List of Users

Bidder shall supply, upon request, a list of a minimum of three (3) users of equivalent equipment.

5.5 Delivery

Equipment shall be delivered such that installation can take place <u>eight (8) weeks after</u> <u>purchase order is received</u>, and shall meet the requirements stated in Attachment I. Equipment delivery shall be arranged to provide inside delivery and installation of equipment to:

Resource Center Building 7th floor data center: 433 Bolivar St. New Orleans, LA 70112

Deliver equipment pre-installed in racks

Installation must be performed by on-site vendor technician.

Supplier is responsible for trash removal

Point of Contact:

Ken Boe, kboe@lsuhsc.edu

Part VI. Equipment Standard of Performance

All equipment may be subject to the standard of performance stated below. Final terms and conditions of this standard may be negotiated with the successful bidder. The State proposes the following:

- **6.1** Equipment shall not be accepted and payment shall <u>not be made</u> until the standard of performance is met. The date of acceptance should be the first day of the successful performance period.
- 6.2 The performance period shall begin on the installation date and shall end when the equipment has met the standard of performance for a period of thirty (30) consecutive days by operating in conformance with the Contractor's bid at an effectiveness level of 99 % or more.
- 6.3 In the event the equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test should continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days.
- 6.4 If the equipment fails to meet the standard of performance after ninety (90) calendar days from the installation date, the State may at its option request a replacement, or terminate the order, and collect on the Performance Bond, if applicable. The effectiveness level for a system is computed by dividing the operational use time by the sum of that time plus system failure down time. Operational use time for performance testing for a system is defined as the accumulated time during which the critical components are not down when scheduled for operation. The system failure down time is that period of time when the system is inoperable due to equipment failure and productive work being utilized for acceptance testing cannot be conducted.
- 6.5 Down time for each incident shall start from the time the State contacts the Contractor's designated representative until the equipment is returned to the State in proper operating condition.
- 6.6 The State shall maintain daily records to satisfy the requirements of standard of performance and acceptance of equipment.

Part VII. SPECIAL CONDITIONS AND CONTRACT CLAUSES

The following terms and conditions shall be required in all contracts, however, the exact wording of these clauses, with the exception of those clauses denoted with an asterisk (*), may be negotiated with the successful bidder. If applicable, the bidder may submit or refer to a Master Agreement entered into by the State in accordance with La. R.S. 39:198(J).

*7.1 Fiscal Funding

In accordance with La. R.S. 39:1615 C. and E., any contract entered into by the State as a result of this ITB shall include the following Fiscal Funding Clause:

The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

*7.2 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims

judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material or Service; (ii) State's use of the Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of any injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7.3 General Contract Terms

The following general terms shall be among those included in any ensuing contract:

*7.3.1 Applicable Law

All contracts entered into as a result of this bid, shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

*7.3.2 Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

*7.3.3 Security

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at:

http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

*7.3.4 Confidentiality

The following provision will apply unless the State Agency specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which becomes available to the

Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

7.3.5 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State of Louisiana, Commissioner of Administration. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

- **7.3.6** No other documents other than the ITB, bidder's bid and final contract shall be binding unless such document has been reviewed by the Procurement Support Team and approved by the Chief Procurement Officer.
- 7.3.7 No company letterhead or logo shall be allowed on a contract document.

7.3.8 Late Payments

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

7.3.9 Right to Audit

The Louisiana State Legislative Auditor, federal auditors and internal auditors of LSU Health Sciences Center-New Orleans and the Division of Administration ("DOA") or others so designated by the DOA shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment, or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

7.3.10 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

7.3.11 Waiver

Waiver of any breach of any term or condition of the Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the Contract shall be held to be waived, modified or deleted except by the written consent of both parties

7.3.12 Taxes

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost.

7.3.13 Warranties

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description contained in the Contract.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty:

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3.14 Contract Modifications

No amendment or variation of the terms of the Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or

agreement not incorporated in the Contract is binding on any of the parties.

7.3.15 Severability

If any term or condition of the Contract, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of the Contract are severable.

7.3.16 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

Attachment I- Detailed Scope

Cluster Specification

Compute Nodes: There will be twenty-six (26) compute nodes (1040 cores). Components include: CPUs: dual 20-core Intel Xeon Gold 6230 2.1GHz or better; RAM: 192 GB (12x 16GB DDR4 2933MHz); Infiniband (IB): Mellanox 100GB/s EDR adapter; all servers are diskless, controlled by a Diskless Image Server.

Diskless Image Server: 1x. Components include: CPUs: 2x Intel 8-Core Xeon 4208 2.1GHz or better; RAM: 192 GB - (12x 16GB DDR4 2933MHz); Infiniband (IB): Mellanox 100GB/s EDR adapter; Disk: Storage 2.5" SATA: 2x 480GB Value Data Center SATA 2.5" Solid State Drive, 6x 960GB Endurance Data Center SATA 2.5" Solid State Drive

Management Nodes: A single server configured as management node to host the cluster scheduler, resource manager, LDAP, DHCP, system logging, license servers, etc. CPUs: 2x Intel 8-Core Xeon 4208 2.1GHz or better; RAM: 192 GB (12x 16GB DDR4 2933MHz); Infiniband (IB): Mellanox 100GB/s EDR adapter; Disk: 480GB Value Data Center SATA 2.5" Solid State Drive.

Large Memory Node: CPUs: dual 20-core Intel Xeon Gold 6230 2.1GHz or better; RAM: 1.5TB (24x 64GB DDR4 2933MHz); Infiniband (IB): Mellanox 100GB/s EDR adapter; Disk: 480GB Value Data Center SATA 2.5" Solid State Drive.

GPU Server: CPUs: 2x Intel 8-Core Xeon 4208 (8-Core Xeon Silver 4108 2.1GHz or better; RAM: 192 GB (12x 16GB DDR4 2933MHz); Infiniband (IB): Mellanox 100GB/s EDR adapter; Disk: 480GB Value Data Center SATA 2.5" Solid State Drive. GPUs: 2x NVIDIA Tesla V100 16GB

Bulk Storage: One (1) BeeGFS Storage Server to provide 576TB usable - 6GB/s (60x 12TB). Metadata storage: 2 x 3.2TB Endurance Data Center PCIe NVMe 2.5" Solid State Drive

Low-Latency Interconnect: One (1) 36-port InfiniBand EDR (100Gb/s) SB7890 1:1 subscription rate.

Management System: One (1) 48-port Gb L3 managed switch with 2x 10Gb SFP+ and 2x 10Gb Base-T ports.

Racks and Power Distribution:42U Enclosures (2 or 3, with 2 preferred) up to 750mm x 1200mm and up to six (6) 30A/208V Rackmount PDUs with an L6-30 input and supporting both C13 and C19 Receptacles

Redundant Power Requirements: at a minimum the following systems require redundant

power supplies as well as power to both power supplies for redundancy: Diskless Image Server, Storage, Management Node and switches

Installation: Installation of hardware, base software and performance testing.

Space, Power, and Cooling Requirements: quoted system must not consume more than 22.5kW of power and 6.45 tons of cooling.

The cluster must have the ability to increase the number of nodes without requiring the replacement of core cluster

Cluster Software

The cluster software must support the following features

- Latest version of CentOS
- Diskless Image Provisioning
- Node image Provisioning
- Customizable Dashboard
- Statistical Analysis of hardware monitoring to include IPMI/BMC, and GPUs
- · Easy to use Web and Command Line interface
- Easy Updates
- Ability to diagram the rack within the software
- Software updates and support for the lifetime of the cluster

<u>ATTACHMENT A – INSURANCE REQUIREMENTS</u>

CONTRACTOR INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope and Limits of Insurance

a. Workers' Compensation

Workers' Compensation insurance shall be in compliance with the Workers' Compensation laws of the State of the Contractor's headquarters. Employers' Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

b. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

c. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

d. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Agreement. It shall provide coverage for the duration of the Agreement and shall have an expiration date no later than thirty (30) calendar days after the anticipated completion of the Agreement. The

policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy.

e. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Agreement. The policy shall provide an extended reporting period of not less than twenty-four (24) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

2. <u>Deductibles and Self-Insured Retentions</u>

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverage
 - i. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - ii. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Agreement. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- b. Workers' Compensation and Employers' Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

c. All Coverages

- All policies must be endorsed to require thirty (30) calendar days' written notice of cancellation to the Agency. Ten (10)-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- ii. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant Certificate of Insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- iv. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

4. Acceptability of Insurers

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

5. Verification of Coverage

- Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Agreement renewal or insurance policy renewal thereafter.
- The Certificate Holder shall be listed as follows: LSU Health Sciences Center-New Orleans 433 Bolivar Street, Room 623 New Orleans, LA 70112

- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Agreement.

6. Subcontractors

The Contractor shall include all subcontractors as insured under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

7. Workers' Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Agreement.

<u>ATTACHMENT B – Request For Supplier Diversity Certifications</u>

Louisiana State University Health Sciences Center-New Orleans is committed to fostering innovation and entrepreneurship through the use of diverse suppliers and the goal of the diversity initiative is to identify, align, strengthen and connect with diverse suppliers.

If your company holds a small business and or supplier diversity certification(s) please email them to pdefou@lsuhsc.edufor inclusion in our supplier database. Examples are listed below.

AbilityOne: formerly Javits-Wagner-O'Day or JWOD

Creates jobs and training opportunities for people who are blind or who have other severe disabilities. Javits-Wagner-O'Day Act of 1971, 41 U.S.C. 46-48c, the AbilityOne Program is a mandatory source of supply for Federal employees

Disadvantaged Business Enterprise: DBE

The US Department of Transportation offers the certification for small socially and economically disadvantaged businesses.

Disabled Veteran Owned Small Business: DVOSB

Emerging Business Enterprise: EBE

Lesbian, Gay, Bisexual and Transgender-Owned Business: LGBTBE

Minority-Owned Business Enterprise: MBE

Certified by LA Minority Supplier Development Council; National Minority Supplier Development Council; other certification entities

Small Business Enterprise: SBE

Small Disadvantaged business: SDB

Certified by the Federal Small Business Association

Service- Connected Disabled Veteran-Owned Entrepreneurship: SDVB

Certified by the Louisiana Economic Development office

Small & Emerging Business Development program: SEBD

Certified by the Louisiana Economic Development office

Small Entrepreneurship/ Hudson Initiative: SE

Certified by the Louisiana Economic Development office

Veteran Owned Small Business: VOSB

Veteran Initiative/Veteran Owned Small Entrepreneurship: VSE

Certified by the Louisiana Economic Development office

Woman-Owned Business Enterprise: WBE

Certified by the Women's Business Enterprise National Council, Women's Business Enterprise Council South; other certification entities

LSUHSC New Orleans BIDS WILL BE PUBLICLY OPENED: January 13,2021 02:00 PM Health VENDOR NO. SOLICITATION : 002390 Sciences Return Sealed Bid to: Center OPENING DATE : 01/13/2021 Purchasing Department 433 Bolivar St New Orleans LA 70112 : Defourneaux, Patrick M BUYER BUYER PHONE : 504/568-2947 DATE ISSUED : 12/07/2020 REQ. NO FISCAL YEAR 3 0 High Performance Cluster Grant To be Completed by Vendor: BUSINESS NAME ___ ADDRESS ___ TAX ID NUMBER * CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. INSTRUCTION TO BIDDERS 1. READ THE ENTIRE BID (INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS). (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS. (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT. (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY: (1) THE NAME OF THE BUSINESS; (2) ITS PRINCIPAL OFFICE OR ADDRESS; (3) THE OWNER(S); AND (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST. (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9). VENDOR PHONE NUMBER: TITLE DATE FAX NUMBER: SIGNATURE OF AUTHORIZED BIDDER NAME OF BIDDER

(TYPED OR PRINTED)

(MUST BE SIGNED)

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- 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING
 "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER
 RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.
- 5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.
- 6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.
- 7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:

BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9 SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

- (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF
- (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
- (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

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AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS.

SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE

PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11. BID FORMS:

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OR QUALITY:

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING:

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL

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WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

15. AWARDS:

AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

16. PRICES:

UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. TAXES:

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

18. NEW PRODUCTS:

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

19. CONTRACT RENEWALS:

UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615

20. CONTRACT CANCELLATION:

TERMINATION FOR NONCOMPLIANCE:

LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
- (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
- (3) MISREPRESENTATION BY THE CONTRACTOR;
- (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER
 UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (6) ANY OTHER BREACH OF CONTRACT.

FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE

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SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

TERMINATION FOR CONVENIENCE:

LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.

21. DEFAULT OF CONTRACT:

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. ORDER OF PRIORITY:

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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25. SPECIAL ACCOMMODATIONS:

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY:

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

- 274 IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):
 - IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.
- 28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:

BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY, ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES (IF APPLICABLE):

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES

ENERGY POLICY AND CONSERVATION ACT:

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:

THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:

WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2)
MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:

ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR
SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED.
BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN
ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS: IN ACCORDANCE WITH L.A.C 34:I.535, UNSUG	CCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT ENVELOPE REQUESTING THIS INFORMATION.			
	ATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS BLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?			
YES SPECIFY THE LINE NUMBER (S) SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS ASSEMBLED (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE OR	S PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR N SEPARATE SHEET.)			
DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES NO IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES NO FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.				
37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.				

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UNLESS SPECIFIED ELSEWHERE SHIP TO:

Line	Description	Qty	UOM	Unit Price	Extended Amount
1	10GbE Diskless Image Server: ACTserv x1210 Specify brand, model bid(if applicable)	1.00	EA		
2	Compute Servers: ACTblade x210 (2 x servers) Specify brand, model bid(if applicable)	1.00	EA		
3	Compute Servers: ACTblade x210 (24 servers) Specify brand, model bid(if applicable)	6.00	EA	×	
4	GPU: ACTserv x2280c Specify brand, model bid(if applicable)	1.00	EA		
5	Management Node: ACTserv x1210 Specify brand, model bid(if applicable)	1.00	EA	/	
6	Lg Memory Node: ACTserv x1210 Specify brand, model bid(if applicable)	1.00	EA		:
7	BeeGFS SSD Layer Specify brand, model bid(if applicable)	1.00	EA		
8	BeeGFS HDD storage block Specify brand, model bid(if applicable)	1.00	EA		-
9	EDR InfiniBand networking Specify brand, model bid(if applicable)	1.00	EA		

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Line No.	Description	Qty	UOM	Unit Price	Extended Amount
10	Network System - 100/1000/10Gb Specify brand, model bid(if applicable)	1.	OC EA		
11	Rack and power Infrastructure Specify brand, model bid(if applicable)	1.	OC EA		
12	Software Specify brand, model bid(if applicable)	1.	OC EA	<u> </u>	
13	Installation & On-Site Training & 3 Year Warranty Specify brand, model bid(if applicable)	3 1.	OC EA	<u></u>	
14	Shipping & Handling Specify brand, model bid(if applicable)	1.	OC EA	-	
15	Total Specify brand, model bid(if applicable)	1	OC EA	2	